

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE 1 OF 72 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP060126	3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)	4. DATE ISSUED July 24, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (Ryan Kirkwood) Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Library of Congress/House of Representatives relamping/reballisting					

SOLICITATION

7. Sealed offers in original and <u> 2 </u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, August 24 2006. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Ryan Kirkwood TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-1947	

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS % _____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE
				16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED		18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE			21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)			23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

ARTICLE B.1 GENERAL PURPOSE

The Contractor shall furnish the necessary qualified personnel, equipment and materials necessary to provide moving services as described in section C and as indicated in individual task orders (see the article entitled "TASK ORDERS" in section G) as required by the office of the Architect of the Capitol, Washington, D.C.

ARTICLE B.2 UNIT PRICES

The unit prices (hourly labor rates) provided shall be fully loaded rates to include Overhead, General & Administrative, and profit/fee.

ARTICLE B.3 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the period of performance article F.1, the Government shall place orders estimated totaling a minimum of \$25,000.00 for the entire contract to include base period and all option periods. The amount of all orders shall not exceed \$1,000,000.00.

ARTICLE B.4 SCHEDULE OF ITEMS

BASE PERIOD (October 1, 2006 through September 30, 2007 inclusive)

Item No.	Description	Unit Price	*Estimated Quantity	Amount
001	Senate Moves: provide all supervision, management, personnel, equipment, materials necessary to perform services to move approximately 35 Senator's from one location to another location in the same Senate office building or to a location in another building.	\$ _____	157,500sq.ft.	\$ _____
002	Disposal: Provide disposal of trash furniture at a certified dump site.	\$ _____	1 trip	\$ _____

**Total of extended Unit Prices for Item No. 001 and 002, inclusive,
for Base Year Amount** \$ _____

General Moving Services: Provide all supervision, management, personnel, equipment, materials and vehicles on an as needed basis to perform services necessary to move furniture, usable and disposable, from one location to another in the same Senate office building or to a location in another building which could include AOC Senate Warehouses, GSA, and certified dump sites.

Item No.	Labor Category	Labor Rate (fully Burdened)	*Estimated Hours	Total Hour Rate
003	Supervisor	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
004	Mover	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
005	Tractor Trailer and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
006	Litigate Truck and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
007	Installer	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		

**Total of extended Hour Rate for Items No. 003 through 007, inclusive, for Base Year Amount
(DO NOT INCLUDED OVERTIME RATE).** \$ _____

**Total of extended Unit Price for Items NO. 001 through 002, and Total Hour Rate for Items
No. 003 through 007, inclusive, for Base Year Amount (DO NOT INCLUDE OVERTIME
RATE).** \$ _____

OPTION YEAR NO. 1
(October 1, 2007 through September 30, 2008 inclusive)

Item No.	Description	Unit Price	*Estimated Quantity	Amount
101	Senate Moves: provide all supervision, management, personnel, equipment, materials necessary to perform services to move approximately 35 Senator's from one location to another location in the same Senate office building or to a location in another building.	\$ _____	157,500sq.ft.	\$ _____
102	Disposal: Provide disposal of trash furniture at a certified dump site.	\$ _____	1 trip	\$ _____

Total of extended Unit Prices for Item No. 101 and 102, inclusive, for Option Year 1 Amount \$ _____

General Moving Services: Provide all supervision, management, personnel, equipment, materials and vehicles on an as needed basis to perform services necessary to move furniture, usable and disposable, from one location to another in the same Senate office building or to a location in another building which could include AOC Senate Warehouses, GSA, and certified dump sites.

Item No.	Labor Category	Labor Rate (fully Burdened)	*Estimated Hours	Total Hour Rate
103	Supervisor	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
104	Mover	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
105	Tractor Trailer and Driver	\$ _____	X 416	\$ _____

	Overtime amount per hour	\$ _____		
106	Litigate Truck and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
107	Installer	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		

Total of extended Hour Rate for Items No. 103 through 107, inclusive, for Option Year 1
Amount (**DO NOT INCLUDED OVERTIME RATE**).

\$ _____

Total of extended Unit Price for Items NO. 101 through 102, and Total Hour Rate for Items No. 103 through 107, inclusive, for Base Year Amount (DO NOT INCLUDE OVERTIME RATE).

\$ _____

OPTION YEAR NO. 2
(October 1, 2008 through September 30, 2009 inclusive)

Item No.	Description	Unit Price	*Estimated Quantity	Amount
201	Senate Moves: provide all supervision, management, personnel, equipment, materials necessary to perform services to move approximately 35 Senator's from one location to another location in the same Senate office building or to a location in another building.	\$ _____	157,500sq.ft.	\$ _____
202	Disposal: Provide disposal of trash furniture at a certified dump site.	\$ _____	1 trip	\$ _____

Total of extended Unit Prices for Item No. 201 and 202, inclusive, for Base Year Amount

\$ _____

General Moving Services: Provide all supervision, management, personnel, equipment, materials and vehicles on an as needed basis to perform services necessary to move furniture, usable and disposable, from one location to another in the same Senate office building or to a location in another building which could include AOC Senate Warehouses, GSA, and certified dump sites.

Item No.	Labor Category	Labor Rate (fully Burdened)	*Estimated Hours	Total Hour Rate
203	Supervisor	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
204	Mover	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
205	Tractor Trailer and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
206	Litigate Truck and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
207	Installer	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		

Total of extended Hour Rate for Items No. 203 through 207, inclusive, for Option Year 2
Amount (**DO NOT INCLUDED OVERTIME RATE**).

\$ _____

Total of extended Unit Price for Items NO. 201 through 202, and Total Hour Rate for Items No. 203 through 207, inclusive, for Option Year 2 Amount (DO NOT INCLUDE OVERTIME RATE).

\$ _____

**OPTION YEAR NO. 3
(October 1, 2009 through September 30, 2010 inclusive)**

Item No.	Description	Unit Price	*Estimated Quantity	Amount
301	Senate Moves: provide all supervision, management, personnel, equipment, materials necessary to perform services to move approximately 35 Senator's from one location to another location in the same Senate office building or to a location in another building.	\$ _____	157,500sq.ft.	\$ _____
302	Disposal: Provide disposal of trash furniture at a certified dump site.	\$ _____	1 trip	\$ _____

Total of extended Unit Prices for Item No. 301 and 302, inclusive, for Option Year 3 Amount

\$ _____

General Moving Services: Provide all supervision, management, personnel, equipment, materials and vehicles on an as needed basis to perform services necessary to move furniture, usable and disposable, from one location to another in the same Senate office building or to a location in another building which could include AOC Senate Warehouses, GSA, and certified dump sites.

Item No.	Labor Category	Labor Rate (fully Burdened)	*Estimated Hours	Total Hour Rate
303	Supervisor	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
304	Mover	\$ _____	X 832	\$ _____

	Overtime amount per hour	\$ _____		
305	Tractor Trailer and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
306	Litigate Truck and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
307	Installer	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		

Total of extended Hour Rate for Items No. 303 through 307, inclusive, for Option Year 3
Amount **(DO NOT INCLUDED OVERTIME RATE)**.

\$ _____

**Total of extended Unit Price for Items NO. 301 through 302, and Total Hour Rate for Items
No. 303 through 307, inclusive, for Option Year 3 Amount (DO NOT INCLUDE
OVERTIME RATE).**

\$ _____

OPTION YEAR NO. 4
(October 1, 2010 through September 30, 2011 inclusive)

Item No.	Description	Unit Price	*Estimated Quantity	Amount
401	Senate Moves: provide all supervision, management, personnel, equipment, materials necessary to perform services to move approximately 35 Senator's from one location to another location in the same Senate office building or to a location in another building.	\$ _____	157,500sq.ft.	\$ _____
402	Disposal: Provide disposal of trash furniture at a certified dump site.	\$ _____	1 trip	\$ _____

Total of extended Unit Prices for Item No. 401 and 402, inclusive, for Option Year 4 Amount \$ _____

General Moving Services: Provide all supervision, management, personnel, equipment, materials and vehicles on an as needed basis to perform services necessary to move furniture, usable and disposable, from one location to another in the same Senate office building or to a location in another building which could include AOC Senate Warehouses, GSA, and certified dump sites.

Item No.	Labor Category	Labor Rate (fully Burdened)	*Estimated Hours	Total Hour Rate
403	Supervisor	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
404	Mover	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		
405	Tractor Trailer and Driver	\$ _____	X 416	\$ _____

	Overtime amount per hour	\$ _____		
406	Litigate Truck and Driver	\$ _____	X 416	\$ _____
	Overtime amount per hour	\$ _____		
407	Installer	\$ _____	X 832	\$ _____
	Overtime amount per hour	\$ _____		

Total of extended Hour Rate for Items No. 403 through 407, inclusive, for Option Year 4
Amount (**DO NOT INCLUDED OVERTIME RATE**).

\$ _____

**Total of extended Unit Price for Items NO. 401 through 402, and Total Hour Rate for Items
No. 403 through 407, inclusive, for Option Year 4 Amount (DO NOT INCLUDE
OVERTIME RATE).**

\$ _____

**TOTAL PRICE (Totals for Base Year and Option Years No. 1 through 4), inclusive (DO
NOT INCLUDE OVERTIME RATE).**

\$ _____

*Note: The quantities and their corresponding extended amounts presented herein for Items No.
001thru 407 are estimates only and their inclusion herein does not bind the Government to the
procurement of the exact quantities listed above. (USE FOR EVALUATION PURPOSES
ONLY)

END OF SECTION B

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

.1 This is an Indefinite Quantity Labor Hour contract to provide limited packing services and qualified personnel. To move the contents of various office suites, which consist of furniture, furnishings, boxes and other related items from one suite to another suite or storage location within the Senate Office Building Complex as described below. The moving contractor will be needed for 3 efforts over the next several years.

.1 The moving contractor will be needed on an as needed basis to load, unload and transport useable and disposable furniture between the Senate Office Buildings, Architect of the Capitol (AOC) Senate Warehouses, GSA, and certified dump sites.

.2 The moving contractor will assist with packing and moving of furniture and furnishings during the "Senate Moves - Moving Services" which will typically occur every 2 years between December (even years) through May (odd years), and/or other start times as directed; however the moving contractor may be needed for mid-term moves, if any.

.3 The moving contractor will assist with packing and moving of furniture and furnishings during the Hart Renovation Moves. Typically there will be 8 to 12 moves per year.

C.2 SCOPE AND DESCRIPTION OF WORK - GENERAL

.1 The Contractor shall furnish all supervision, management, personnel, equipment, materials and vehicles necessary for the movement, and replacement, including disassembly/assembly as required, of furniture from a location in one of the Senate Office Buildings described below to a new location in the same or another Senate Office Building, AOC Senate Warehouses, GSA, or certified dump site.

.2 The Contractor shall detach any open shelving that is secured to the wall. Shelving is typically made of wood and secured by screws. The Contractor shall be responsible for moving and placing open shelving in its new location. Required services include providing all related materials, including, but not limited to, packing/padding materials, door jamb protectors, as required to pad/crate and protect all items for safe transportation, wall/corner protection materials, dollies, hand trucks, vehicles/drivers as required for transport, and cleaning supplies, equipment and materials. Furniture and other items, including chair mats, removed from one suite shall be placed in their new location as shown on the floor plan and as directed by the Contracting Officer's Technical Representative. The work includes removal of all packing/crating materials from the premises, and all other services which are normally included in commercial moving services.

.3 All material/furniture handling equipment used in the interior of any of the buildings shall have rubber-tired wheels and must be maintained free of dirt and grease. The Government reserves the right to reject any item of Contractor-furnished equipment which may cause damage to floor, wall or door surfaces.

.4 Elevator cabs shall be adequately protected from damage at all times during the moving process. Door jambs and trim areas of the elevators used in the work shall be protected by using a special pad called a "door jamb protector". All moving is restricted to the use of freight elevators (and/or alternatives when allowed) and is subject to availability. It is the Contractor's responsibility to coordinate the reservation of the freight elevators with the Contracting Officer's Technical Representative in advance.

.5 Lateral file cabinets will be moved with all drawers empty (the contents may be packed by others) All file drawers shall be secured to prohibit opening during transit and shall be padded or otherwise protected from damage during the move and replacement.

.6 It is anticipated that a typical move will require approximately 9 hours for the successful movement of all furniture/furnishings and or boxes from one location to another. The Contractor could be expected to perform up to 3 or 4 complete suite moves in the period of 8:00 a.m. to 6:00 p.m. in any day designated by the Contracting Officer's Technical Representative (Monday thru Saturday). See information below regarding pre-and-post move services.

C.3 SCOPE AND DESCRIPTION OF WORK: SENATE MOVES - MOVING SERVICES

.1 The Hart Senate Office Building (Hart) contains fifty (50) Senator's suites ranging in size from 3,300 square feet (sf) to 5,500 sf. All suites are furnished with modular (systems) furniture with a minimum amount of traditional furniture. The modular furniture in a particular suite in the Hart will remain in place during Senator moves; moves from a Hart suite to another suite located in the Senate Office Building Complex could include the movement of traditional furniture, incidental items and/or personal possessions. Pedestal files may be moved with the contents in place. There are approximately thirty-six (36) pedestal files in each suite.

.2 The Dirksen Senate Office Building (Dirksen) contains fourteen (14) Senator's suites and the Russell Senate Office Building (Russell) contains thirty-six (36) Senator's suites. All suites in each of these two buildings range in size from 3,000 sf to 4,800 sf. All suites in the Dirksen and thirty-one (31) in the Russell are furnished primarily with traditional furniture and with only a minimum amount of modular furniture. It is estimated that each suite, which is furnished with traditional furniture, includes approximately five hundred (500) individual pieces of furniture and/or furnishings.

.3 Twenty-three (23) Committees are located in various locations throughout the Senate Office Buildings (i.e., Hart, Dirksen and Russell).

.4 Because the modular furniture in the Hart suites remains in place, moves from the Russell or Dirksen to the Hart could include the movement of traditional furniture. However, due to the prevalence of traditional furniture, moves within the Russell or within the Dirksen, or from the Russell to the Dirksen or the Dirksen to the Russell will also include the movement of furniture, furnishings and boxes. In certain instances, the Contractor will be required to move furniture which has been placed in the corridor adjacent to the suite by Government forces during preparation of the suite, and replace it in the suite in accordance with locations shown on the floor plan.

.5 In addition to the furniture/furnishings currently located within an existing suite, certain items could be added to the new layout for a particular suite. These items could be moved from a local storeroom, the Hart Building loading dock or another location as directed by the Contracting Officer's Technical Representative to the new designated location. Similarly, certain items will be designated as excess to the requirements of the new suite layout and will be returned to the Architect's storage at the direction of the Contracting Officer's Technical Representative.

.6 Prior to a move, a Contractor's representative/crew supervisor together with the Contracting Officer's Representative will: (1) assign a move number/code to be reflected on the invoice, (2) inspect each suite containing furniture/furnishings which are to be moved for the purpose of noting any pre-existing damage to the walls, doors and/or furniture/furnishings, and (3) inspect the receiving suite for the purpose of noting any pre-existing damage to the walls and/or doors. The Contractor's and Contracting Officer's Technical Representatives will determine the base price of a particular move by the amount of square feet included in the departing suite multiplied by the appropriate price per square foot. The square footage of the departing suite will be based on existing documentation, drawings and other information, provided by the Government. The base amount shall be reduced by the agreed-upon amount assessed for any damage which occurred as a result of Contractor negligence during the move, as described below. In addition, the Contractor shall provide the services of personnel as required by the Contracting Officer's Technical Representative on the day prior to the move to pack specified items, if needed.

.7 Post-move services include provision of Contractor personnel on the day immediately following the move to make any required adjustments in furniture placement and to perform housekeeping duties, including cleaning all furniture and glass surfaces with supplies provided by the Contractor. An inspection will be conducted jointly with the Contractor's representative/crew supervisor and the Contracting Officer's Technical Representative for the purposes of: (1) identifying any damages to walls, doors and/or furniture/furnishings which occurred during the move caused by the Contractor, (2) assigning a cost for any such damage, and (3) determining the invoice amount for this discrete move by reducing the base amount by the amount of damage assessment, if any. Damages to personal property of Senators and Staff shall be the responsibility of the Contractor, who shall make reimbursement through insurance or otherwise, as expeditiously as possible.

C.4 CONTRACTOR REQUIREMENTS

.1 The Contractor shall respond to a request for moving services under this contract within forty-eight (48) hours. At a minimum, a work crew shall consist of a working crew supervisor and two or more movers for the "Senate Moves." A forty-eight (48) hour notice will be provided to the Contractor regarding those times when more than one crew will be required.

.1 All personnel provided by the Contractor for the moving services described herein shall be legally qualified to work in the United States by possession of citizenship, and/or valid documents including Social Security card, Green card or other legal work permits as issued by the U.S. Immigration and Naturalization Service or the United States Attorney General. The Contractor shall perform the work with personnel who possess the qualifications described below; no "Day Labor" shall be permitted.

.1 Crew Supervisors. All personnel designated as Crew Supervisors shall have the ability to converse and read satisfactorily in the English language, and shall be able to communicate effectively with the personnel assigned to work under his supervision. Supervisors shall be proficient in reading/understanding floor plans, in the disassembly/assembly of office furniture, including computer workstations, printer stands and tables and in safely using appropriate power and hand tools. Each proposed supervisor shall have a minimum of five (5) years experience in the moving industry and shall have a minimum of three (3) years experience as a crew supervisor on commercial office moves.

.2 Moving personnel. All personnel assigned to the work required by this solicitation shall have a minimum of one (1) year experience as a member of a commercial moving crew and shall be able to effectively communicate with the Crew Supervisor.

.2 The Contractor shall comply with all reasonable requests of the Contracting Officer's Technical Representative regarding specific measures to protect designated items of furniture/furnishings. Examples of fragile items which shall be securely packaged/padded for movement are: pictures, clocks, mirrors, wall hangings, art work and lamps.

.3 It is the responsibility of the Contractor to maintain, at all times, satisfactory standards of competency, conduct, appearance, and integrity by its employees. All employees shall conduct themselves in a professional, courteous manner and shall adhere to all Senate and Architect of the Capitol rules and regulations. The Contractor's employees are required to wear clean, neat uniform clothing consisting of a shirt with the Contractor's firm name permanently affixed, full-length pants, socks and shoes.

.4 The Contractor shall designate a representative to meet with the Contracting Officer's Technical Representative prior to the start of a move for planning/scheduling discussions, including determination of routes to be used and elevator usage.

C.5 ARCHITECT'S RESPONSIBILITIES

.1 Desk/furniture tops will be cleared and desk drawers will be emptied completely. Contents will be packed. Drawers will be securely closed.

.2 All drawers of all lateral files will be empty, except the bottom drawer and contents will be packed by others. Drawers on vertical and lateral files will be securely closed. All book shelves will be emptied and contents will be packed.

.3 All items, including boxes and furniture/furnishings, will be labeled to indicate the new location.

.4 The Architect or its representative will perform the services necessary to prepare each suite for its new occupants. This work may include new/upgraded electrical wiring and outlets, communication and security cabling, rearrangement of partitions and walls, carpeting (or cleaning of existing carpeting), painting, and a thorough cleaning of lighting fixtures, blinds, draperies and other building surfaces.

.5 All items of office equipment, including typewriters, FAX machines, computers, telephones, televisions, VCRs, copiers or other similar items will be excluded from the work of this contract and will be moved and placed in their new location by the Government.

.6 In addition, the Architect's forces will hang any picture or other items which are required to be placed on the walls; to include, securing open shelving to the walls.

C.6 GOVERNMENT-FURNISHED INFORMATION

.1 The Government will provide existing documentation, architectural drawings and other information needed to assist in performing contract services.

C.7 AVAILABILITY OF PARKING

.1 Parking is not available for any vehicles related to the moves. Please note: Only one (1) tractor-trailer will be allowed access to the loading dock at any one time.

END OF SECTION C

SECTION E
INSPECTION AND ACCEPTANCE

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SECTION E

INSPECTION AND ACCEPTANCE

ARTICLE E.1 INSPECTION AND ACCEPTANCE

1. The Contracting Officer or the Contracting Officers duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

2. Inspection and acceptance will be performed at:

SENATE OFFICE BUILDINGS:

Russell Senate Office Building
Delaware & Constitution Ave., N.E.
Washington, D.C. 20510

Dirksen Senate Office Building
1st St. & Constitution Ave., N.E.
Washington, D.C. 20510

Hart Senate Office Building
2nd St. & Constitution Ave., N.E.
Washington, D.C. 20510

Plaza 500
6295 Edsall Rd.
Alexandria, VA 22312

GPO Building 2 Blue Plains
732 North Capitol St.
Washington, D.C.

GPO Building 4
1st & G Street NE
Washington, D.C.

GSA
6808 Loisdale Road, Building A
Springfield, VA 22150

ARTICLE E.2 CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4

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SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE F.1 TERM OF CONTRACT

AOC52.211-4 TERM OF CONTRACT (JUN 2004)

The term of base contract shall be from October 1, 2006 through September 30, 2007.
The term of option 1 if exercised shall be from October 1, 2007 through September 30, 2008.
The term of option 2 if exercised shall be from October 1, 2008 through September 30, 2009.
The term of option 3 if exercised shall be from October 1, 2009 through September 30, 2010.
The term of option 4 if exercised shall be from October 1, 2010 through September 30, 2011.

(End of clause)

ARTICLE F.1 PERFORMANCE LOCATIONS

The Moving Services will be performed at the locations listed in Section E Article 1 sub article 2 (specific locations will be indicated on the Task Order).

ARTICLE F.2 HOURS OF PERFORMANCE

The hours of work for the Senate Office Buildings is 7:30am to 6:00pm Monday through Friday. No work is to be performed on the federal holidays as follows.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any work to be performed on weekends should receive prior approval from the COTR.

END OF SECTION F

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SECTION G

CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2006)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

- (c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.
- (e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.
- (g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.
- (h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

END OF SECTION G

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2006 through September 30, 2007 for the Base year of the contract. Such orders may be issued during the following periods listed below.

Option 1 if exercised shall be from October 1, 2007 through September 30, 2008.

Option 2 if exercised shall be from October 1, 2008 through September 30, 2009.

Option 3 if exercised shall be from October 1, 2009 through September 30, 2010.

Option 4 if exercised shall be from October 1, 2010 through September 30, 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$80.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of ; \$80,000.00

(2) Any order for a combination of items in excess of \$80,000.00 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after October, 30 2012.

(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

- (a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.
- (b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .
- (c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.
- (d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED
LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the execution of the option. Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor up to 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Truck Driver, Tractor Trailer (WG-8)	\$20.49/hr.	
1. FERS Benefit		\$3.28
2. Medicare		.31
3. Social Security		1.27
4. Thrift Savings Plan		1.02
5. Life		.10
6. Health		<u>1.84</u>
	TOTAL	\$28.32
Material Handling Laborer (WG-2)	\$11.65/hr.	
1. FERS Benefit		\$1.86
2. Medicare		.17
3. Social Security		.72
4. Thrift Savings Plan		.58
5. Life		0.06
6. Health		<u>1.05</u>
	TOTAL	\$16.10

Materials Handling Laborer - Supervisor (WS-2)	\$19.47/hr.	
1. FERS Benefit		\$3.12
2. Medicare		.29
3. Social Security		1.21
4. Thrift Savings Plan		.97
5. Life		.10
6. Health		<u>1.75</u>
	TOTAL	\$26.91

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: (Ryan Kirkwood)
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS (JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Funds are presently not available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2 PAYMENTS - SERVICES (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COTR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D. of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:
Name:
Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building
Washington, DC 20515
Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor "within 30 days from the date of acceptance by the Government,". This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services;
or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED		

VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	52.249-1
***TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)

WAGE RATES, DECISION NO. 1995-0819 (R-19), DATED MAY 24, 2006

TASK ORDER LOG FROM CURRENT CONTRACT

END OF SECTION J

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

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FAR 52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AOC52.209-1	ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
AOC52.215-8	AUTHORIZED NEGOTIATORS

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____
(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST (NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

(End of provision)

END OF SECTION K

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: (Ryan Kirkwood), Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to (Ryan Kirkwood) to (866) 837-6609 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to rkirkwoo@aoc.gov or via facsimile to (866) 837-6609.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;

(b) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall—

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed priced indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

AOC52.237-1 SITE VISIT (MAY 2005)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) Appointments for visiting the locations specified herein can be made by contacting Ryan Kirkwood at (202) 226-1947 rkirkwoo@aoc.gov. The site visit will be on the 8th of August at 9:00am. Those who have made an appointment to attend will be notified when the location is determined.

(End of provision)

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

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FAR 52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

SECTION M

EVALUATION FACTORS FOR AWARD

AOC52.215-4 CONTRACT AWARD (JUN 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may—

- (1) Reject any or all offers;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.govcon.com

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
EVALUATION OF OPTIONS	JUL 1990	52.217-5

(End of provision)

END OF SECTION M

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____ Address: _____
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) _____

3. Date of Birth: (Month, Day, Year) _____ 4. Birthplace: (City and State or Country) _____

5. Social Security Number: _____ 6. Gender: _____
Male Female

7. Race: _____ 8. Height: _____ 9. Weight: _____ 10. Eye Color: _____ 11. Hair Color: _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____ 13. Date: _____

95-0819 19 FL/HH/MS

[11,16,18]

1.

REGISTER OF WAGE DETERMINATIONS UNDER ³ U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT ³ EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor ³ WAGE AND HOUR DIVISION
³ WASHINGTON, D.C. 20210
³

William W. Gross Division of Wage ³ Wage Determination No: 1995-0819
Director Determinations ³ Revision No: 19
³ Date Of Revision: 05/24/2006

States: District of Columbia, Maryland, Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

Food & Lodging:

(not set) - Food Service Worker 8.51

07041 - Cook I 10.93

07042 - Cook II 13.14

07070 - Dishwasher 7.78

07250 - Waiter/Waitress 7.78

11060 - Elevator Operator 7.78

11210 - Laborer, Grounds Maintenance 8.51

11240 - Maid or Houseman 8.51

99030 - Cashier 8.51

99050 - Desk Clerk (1)8.51

Halfway House & Residential Community Treatment:

(not set) - Food Service Worker 8.51

(not set) - Secretary 12.13

01011 - Accounting Clerk I 10.48

01012 - Accounting Clerk II 11.29

01115 - General Clerk I 9.72

01611 - Word Processor I 9.72

07041 - Cook I 10.93
07042 - Cook II 13.14
07070 - Dishwasher 7.78
11150 - Janitor 8.51
11210 - Laborer, Grounds Maintenance 8.51
11240 - Maid or Houseman 8.51
23370 - General Maintenance Worker 11.73
27101 - Guard I 9.58
27102 - Guard II 10.24
99050 - Desk Clerk (1)9.72

Moving & Storage:

21040 - Material Handling Laborer 9.33
21071 - Forklift Operator 10.93
21130 - Shipping Packer 10.93
21400 - Warehouse Specialist 10.93
31361 - Truckdriver, Light Truck 10.93
31362 - Truckdriver, Medium Truck 11.73
31363 - Truckdriver, Heavy Truck 12.43
31364 - Truckdriver, Tractor-Trailer 13.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE

FOLLOWING BENEFITS

(as numbered):

1) Rates are applicable only under the appropriate occupational category.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise

indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard

Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AOC-0300011 - Office Movers, Inc.			TASK ORDER LOG			NTE \$214,461.88
Task Order Number	Date Ordered	Description	Appropriation/ Allotment	Amount	Contract Balance	Task Order PO No.
001	2/13/03	H.E.L.P. Committee 2/4/03 EPA 2/3/03 Aging Committee 2/6/03 Commerce Committee 2/7	This is from the previous contract and is provided for informational purposes only	\$16,093.52	\$16,093.52	0301266
002	2/20/03	Legislative Counsel - 2/5/03 Senator Jeffords - 2/10/03 Democratic Party - 2/13/03 Appropriations - 2/14/03		\$6,123.50	\$22,217.02	0301313
003	03/24/03	H.E.L.P. Committee 2/20,24/03 Agriculture Committee 2/27/03 Small Business Committee 2/14/03 Senator Thomas 02/21/03		\$19,718.78	\$41,935.80	0301635
004	3/14/03	Agriculture Committee 3/5/03 Finance Committee 3/5/03 Senator Sanatorium 2/28/03 Senator Murray 3/8/03 Senator Roberts 3/7/03 Senator Warner 3/15/03		\$11,050.14	\$52,985.94	0301555
005	3/25/03	Disposal of Trash Furniture		\$805.00	\$53,790.94	0301657

006	03/27/03	Finance Committee 3/6/03 Appropriations 3/12/03 Finance Committee 3/13/03 Senator Biden 3/14/03 Senator Johnson 3/24/03 Senator First 3/27/03 Senator Crapo 3/28/03 Senator Sessions 3/31/03		\$17,688.96	\$71,479.90	0301680
003A	04/3/03	Amendment No. 001 to Change line of accounting		\$-0-	\$71,479.90	0301635
006A	04/7/03	Amendment No. 001 to Change line of accounting		\$-0-	\$71,479.90	0301680
007	04/07/03	Senator Reed 3/29/03 Senator Alexander 4/1/03 Senator Coleman 4/3/03		\$9,179.70	\$80,659.60	0301785
008	04/07/03	Moving Services on February 19, 2003		\$2,119.30	\$82,778.90	0301786
009	4/15/03	Disposal of Trash Furniture from Ft. Meade 3/03 and 4/03		\$30,885.98	\$113,664.88	0301906

010	5/19/03	Disposal of Trash Furniture 4/12/03 Senators Warner, Hatcher, Fienstien 4/4,16/17/03.		\$16,801.43	\$130,466.31	0302201
011	6/03/03	Judiciary May 14 & 16, 2003		\$1304.62	\$131,770.93	0302331
012	7/2/03	Move Rules Committee		\$1,432.00	\$133,202.93	0302606
013	7/11/03	Move Senator Sarbanes Back to SH-309		\$1,650.00	\$134,852.93	0302666
014	8/22/03	Disassemble Mod furniture & dispose of trash furniture at Capitol Trailer on 8/20/03		\$2832.60	\$137,685.53	0303082

<u>TASK ORDER NUMBER</u>	<u>DATE ORDERED</u>	<u>DISCRIPTION</u>	<u>APPROPRIATION/ ALLOTMENT</u>	<u>AMOUNT</u>	<u>CONTRACT BALANCE</u>	<u>TASK ORDER P.O. NO.</u>
			This is information from the last contract and is provided for information purposes only.			
32	10/22/2004	Senator Feinstein from SH331		\$4,953.00	\$4,953.00	500151
32-1	2/17/2005	AmendTO 032 from .78 to .80 due to Wage increase		\$ 127.00	\$5,080.00	500151 - Amend 1
33	2/7/2005	Senator Murkowski Senator Dorgan		\$3,960.84	\$9,040.84	AOC0300011-T033
				\$ 3,474.90	\$12,515.74	AOC0300011-T033
33-1	3/31/2005	AmendTO 033 from .78 to .80 due to Wage increase		\$ 101.56	\$12,617.30	
				\$ 89.10	\$12,706.40	AOC0300011-T033 M001
33-2	3/5/2005	Amend - change accounting and appropriation data		0	\$12,706.40	AOC0300011-T033 M002
34	3/29/2005	Senators Wyden, Mikulski, Frist		\$ 10,810.02	\$23,516.42	AOC0300011-T034
34-1	3/9/2005	AmendTO 034 from .78 to .80 due to Wage increase		\$277.18	\$23,793.60	AOC0300011-T034 M001
35	2/2/2005	Sen's Dayton,Murkowski,Dole Sen's Pryor, Burr		\$15,706.08	\$39,499.68	AOC0300011-T035
35-1	3/31/2005	AmendTO 035 from .78 to .80 due to Wage increase		\$402.72	\$39,902.40	AOC0300011-T035 M001

AOC-0300011 - OFFICE MOVERS, INC.

TASK ORDER LOG FY 05 OPTION YEAR NO. 2

AOC-0300011 - OFFICE MOVERS, INC.

TASK ORDER LOG FY 05 OPTION YEAR NO. 2

36	2/8/2005	Sen's Coburn, Demint, Isakson Sen's Martinez,Obama,Thune, Sen's Vitter,Salazar	\$23,702.40	\$63,604.80	AOC0300011-T036
36-1	2/17/2005	Amend dates to Line Items 7 & 8	\$0.00	\$63,604.80	AOC0300011-T036 M001
37	3/10/2005	Moves for 18 Senators from 4/15 - 9/16/05	\$ 70,219.20	\$133,824.00	AOC0300011-T037
37-1	7/6/2005	Amend dates to line Items 8 & 16	\$ -	\$133,824.00	AOC0300011-T037 M001
37-2	7/6/2005	Delete Line item No. 3	\$ (3,540.00)	\$130,284.00	AOC0300011-T037 M002
38	3/24/2005	Support Senate Moves	\$866.32	\$131,150.32	AOC0300011-T038
39	4/6/2005	Disposal of furniture 4/9/05 and 4/16/05	\$ 4,534.94	\$135,685.26	AOC0300011-T039
39-1	5/23/2005	Change hours for line items 4, 5, and 6	(\$593.35)	\$135,091.91	AOC0300011-T039 M001
39-2	7/6/2005	Change hours for line items 4 by 2 hrs.	(\$102.96)	\$134,988.95	AOC0300011-T039 M002
40	4/21/2005	Disposal of furniture 4/30/05	\$ 3,528.12	\$138,517.07	AOC-0300011-T040
40-1	5/23/2005	Decrease quantity of drivers for services on 4/30/05	\$ (1,210.36)	\$137,306.71	AOC-0300011-T040 M001
41	6/23/2005	Disposal at Ft. Meade	\$3,021.12	\$140,327.83	AOC-0300011-T041

AOC-0300011 - OFFICE MOVERS, INC.**TASK ORDER LOG FY 05 OPTION YEAR NO. 2**

42	6/6/2005	Tractor trailer for pick-up	\$ 6,357.10	\$146,684.93	AOC-0300011-T042
43	7/5/2005	Disposal at Ft. Meade	\$ 12,084.48	\$158,769.41	AOC-0300011-T043
44	8/4/2005	3 Movers, Tractor Trailer & Driver for August 6,13,20, and 27, 2005	\$ 12,084.48	\$170,853.89	AOC-0300011-044
45	9/6/2005	Tractor Trailer to GPO	\$ 3,021.12	\$173,875.01	AOC-0300011-045
46	9/9/2005	Ft Meade Warehouse	\$700.00		AOC-0300011-T046
			\$ 3,012.64	\$177,587.65	
47	10/6/2005	Senator Moves & Ft. Meade	9,948.08	\$187,535.73	AOC-0300011-T047
48	10/26/2005	GPO Bldg	\$3,188.96	\$190,724.69	AOC-0300011-T048
49	11/8/2005	Ft. Meade Warehouse 17	1,669.92	192,394.61	AOC-0300011-T049
50	11/16/2005	GPO Building	\$1,670.40	194,065.01	AOC-0300011-T050
51	12/5/2005	GPO Building	\$2,570.40	196,635.41	AOC-0300011-T051
52	12/15/2005	Senate Moves	67,183.02	263,818.43	AOC-0300011-T052
53	1/11/2006	Ft Meade/Senate to Edsal Rd	\$4,847.20	268,665.63	T053
53-1	3/1/2006	Change Hours to actuals worked	-2,501.62	266,164.01	

AOC-0300011 - OFFICE MOVERS, INC.

TASK ORDER LOG FY 05 OPTION YEAR NO. 2

AOC-0300011 - OFFICE MOVERS, INC.**TASK ORDER LOG FY 05 OPTION YEAR NO. 2**

54	3/23/2006	GPO Building	3,340.80	269,504.81	T054
55	4/25/2006	GPO Building	1,509	270013.81	TO 55
56	5/4/2006	GPO Bldg 4	1,509	271,522.81	TO 56
57	5/8/2006	FY04 & FY05 Ratification	25,099.53	296,622.34	TO 57
58	6/2/2006	GPO Bldg 4	4,654.00	301,276.34	TO58
58 A-1			(\$1,222.80)	\$300,053.54	TO58 A-1
57 A-1			(\$5,080)	\$294,973.53	TO57 A-1